



DEPARTMENT OF GENERAL SERVICES
Procurement Division

February 10, 2005

RE: RFP DGS-2053 Addendum #7

TO ALL INTERESTED BIDDERS:

Revised RFP pages reflecting Addendum #7 to RFP DGS-2053 are provided in a separate file. This addendum makes changes or corrections to the following RFP Sections:

- Section 6.8 Alternate Technologies (Section 6, page 109): Deleted the Call Hold description from the bottom of the page that was mistakenly added with the release of Addendum #6.
- Section 6.8.1 Voice over Internet Protocol (Section 6, page 111): Added the Call Hold description to the top of the page that was deleted with the release of Addendum #6.

APPENDIX B

- Appendix B, Section 61 Invoices and Payments (Appendix B, pages 34 and 35): Corrected the section numbers that were changed with the release of Addendum #6.

The above synopsis is a summary; please read the entire text of each change. Changes are indicated by a horizontal or vertical line in the right margin of each page. A horizontal line indicates that text has been removed. A vertical line means text has been added or text has been changed. Please replace the RFP pages with the pages included in this addendum.

Please send any questions to me via e-mail.

Sincerely,

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6. Recovery Plan Implementation - The operational procedures that will allow service recovery to be achieved in a timely and orderly manner. The process shall describe the possible methods for recovering the critical services including the process for suspending non-critical services and any relocation to an interim site.
7. Full Service Restoration – Describes the procedures to be followed after the interim service failure has stabilized. The intent is to provide a framework for restoring full services.
- Appendices - A variety of appendices may be attached to the plan. The plan sections described above should contain static procedures, while the appendices may contain operational information that would need periodic updating. Some examples of content are: (1) emergency action notification information containing the names and phone numbers of the various management, staff and specialty team members; (2) damage assessment or disaster classification forms intended to function as a guide to supplement/support the management decision process; (3) any data communications network routing information necessary for providing interim service.

Bidder understands the requirement and shall meet or exceed it? Yes _____ No _____

*Reference: document _____
location _____ page _____
paragraph _____*

Description:

6.8 ALTERNATE TECHNOLOGIES

The DGS/TD considers the convergence of voice and data services to be very important in how services should ultimately be provided within California government; however, it is determined to be risky and impractical to move on a wholesale basis from the current environment directly to converged services that could have a significant fiscal or operational impact upon government agencies.

- Many discussions were held about the right time for the State to implement converged services, and how that could best be accomplished. The DGS/TD recognizes that some customer agencies are anxious to converge services as soon as possible (a very small number already have some converged services), while there are many other customers that may not require a move to convergence for quite some time because it is not necessary to meet their business needs and/or it is not cost effective. For instance, some services that hold promise for eventual statewide benefit such as Voice over Internet Protocol (VoIP) and integrated messaging, are not

- **Call Hold** – Allows you to “hold” the call so the other person can’t hear you and return to the conversation.
- **Call Transfer** – Allows you to transfer a call from your phone to another extension.
- **Call Waiting** – notification that call is coming in while you are speaking on the phone. Allows you to put current call on hold and answer the new one
- **Call forwarding** – Allows an incoming call to be sent elsewhere.
- **Caller ID** – As call comes in the phone number of calling party is displayed.
- **Conference Calling** – Connecting 3 or more people into one phone conversation.
- **Security**
 - **Encryption** – Transforms data into unreadable form that is only readable with the decryption code.
 - **Authentication** – Process of determining the identity of a user attempting to access a system.
 - **Firewall Security gateway** - System that enforces a boundary between two or more networks.
 - **Man in the Middle (MITM) Prevention** – Security systems that prevent MITM attacks in which an attacker is able to read, and modify at will, messages between two parties without either party knowing that the link between them has been compromised.
 - **Distributed Denial of Service (DDoS)** – Security systems that prevent (DDoS) where a multitude of compromised systems attack a single target.
 - **Buffer Overflow Attack Prevention** – Security systems that prevent buffer overflow attacks where extra data is sent that contains codes designed to trigger specific actions, sending new instructions to the attacked computer that could damage the user's files, change data, or disclose confidential information.
- **E911 Compliance** – Provides automatic location information (ALI) to the 911 operator. Contractor shall maintain and provide a database to identify telephone locations to the PSAPs.
- **Protocols** – Protocols supported shall be ITU or IETF standards based. The Contractor shall identify the platform and the protocols.
- **Call Detail Recording** - Collects and records information on outgoing/incoming phone calls

60. ADMINISTRATIVE FEE

Contractor agrees to pay DGS/TD an administrative reimbursement as required and established by the DGS/TD. The administrative reimbursement shall be used to fund only DGS/TD activities, or DGS/TD funded State offices and activities. DGS/TD's objective is not to increase the administrative fee associated with any existing Service or establish an administrative fee associated with any new Service if when combined with Contractor's Contract rate for the Service the administrative fee raises the total price for the Service to a level that is non-competitive with similar services available in the telecommunications industry. Notwithstanding this objective in all events DGS/TD shall be entitled to an administrative fee increase equal to the Consumer Price Index (CPI) over the relevant Contract Term should an increase be required to fund DGS/TD activities or DGS/TD funded State offices and activities. The CPI is published by the U.S. Department of Labor, Bureau of Labor Statistics. For this Contract the following will be utilized: the CPI-U Index,; not seasonally adjusted; US city average area, all items series adjusted annually. Until the Contract has been awarded and the Contractor rates determined, DGS/TD is unable to determine administrative fee rates that will be applied on any service or services. Accordingly, and on behalf of DGS/TD, Contractor will bill, collect and remit a Contract administrative fee. The administrative fee may be applied to any and all contracted Services offered under this Contract. This fee shall be determined by DGS/TD and shall be included within the amount charged to those agencies obtaining Services pursuant to this Contract. The administrative fee reimbursement amount shall appear on the monthly billing summaries and monthly fiscal management reports delivered to DGS/TD.

- a. Contractor shall bill, collect and remit a check based on the amount billed for this administrative fee to DGS/TD on a monthly basis at no additional cost. The administrative fee shall be paid to DGS/TD no later than the 30th of the month, for the amount billed two months preceding. Contractor shall pay a late payment fee of the lesser of 0.5% per month, or the maximum amount permitted by law, on any such administrative fees not paid to DGS/TD when due. The fee will be based on DGS/TD costs to manage this Contract as well as perform other mandated functions and may be adjusted annually or as otherwise deemed necessary by DGS/TD, based on fiscal year projected requirements.
- b. Contractor agrees to provide monthly fiscal management reports identifying all Services implemented under this Contract to both DGS/TD and to the individual agency/customers as described in RFP Section 6.16.

61. INVOICES AND PAYMENTS

The consideration to be paid Contractor, as provided in this Contract, the RFP and the Proposal shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise provided in a writing executed by the State. Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall include the information set forth in the RFP and shall otherwise be consistent with the provisions of this Section and the RFP. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable. In addition, each invoice shall be in the form reasonably specified by the State (including whether issued as a single, aggregate invoice or separate invoices for different Services or entities) and shall (i) comply with all applicable legal, regulatory and accounting requirements, (ii) allow the State to validate volumes and charges, (iii) permit the State to chargeback internally, and (iv) meet the State's billing requirements. Each invoice shall include the pricing calculations and related data utilized to establish the charges. Invoices

with a name other than that established in the original Contract, including Attachment 8, cannot be paid prior to execution of a Contract Amendment. The data underlying each invoice shall also be delivered to the State electronically in a form and format compatible with the State's accounting systems. When provision is made for a testing period preceding acceptance by the State, the date of acceptance shall mean the date the Equipment, Software or Service was accepted by the State during the specified period. The backbilling limitation of charges shall be controlled by Government Code Section 911.2.

62. CONTRACTOR COMMITMENTS AND REPRESENTATIONS

Any written commitment by a duly authorized representative of Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill any such commitment shall render Contractor liable for performance deficiency charges or other damages due to the State as set forth herein. Such written commitments include but are not limited to (1) any warranty or representation expressly made by Contractor as to Deliverables, Service, Equipment or Software performance, total System performance, or other physical design or functioning characteristics of a Machine or Software System, (2) any warranty or representation expressly made by Contractor concerning the characteristics of the items described in (1) above, made in any publication, drawings, or specifications accompanying or referred to in the Contract, and (3) any written notification of or affirmation or representation as to the above which is made by Contractor in or during the course of negotiations and which is incorporated into a formal amendment to the Contract.

63. SERVICE TO PUBLIC ENTITIES

In accordance with Government Code Section 14931, Contractor agrees to provide Service to all public agencies in the State pursuant to this Contract and hereby acknowledges that the State is not responsible for payment for Services rendered these entities. Contractor agrees that it shall have no recourse against the State for any act or omission of the local entity which arises from Contractor furnishing goods or Services pursuant to this Contract. Contractor understands and acknowledges that under this Contract the State neither promises nor guarantees any minimum amount of revenue for Contractor or minimum amount of Deliverables or Services to be purchased.

64. TERMINAL EQUIPMENT

Contractor agrees that no modifications to or replacement of the State's existing terminal Equipment will be made which would result in any cost to the State or local entity receiving the Service, unless specifically provided for under the terms of this Contract.

65. PROPRIETARY EQUIPMENT

Contractor agrees to accommodate all State and other authorized users which currently utilize proprietary Equipment associated with Contractor's proposed Services.

66. DATA SERVICES

Contractor agrees to provide an option for agencies to obtain the necessary Customer Premise Equipment ("CPE"), required to support data Services during transition to Contractor provided Services.